

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

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San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* *P.O. Box 420603*  
*CA 94142-0603*



SCOPE OF WORK PROVISION

FOR

**PILE DRIVER**

**(Carpenter)**

IN

46 Northern California Counties

purpose of administering the collective bargaining agreement through the grievance procedure or otherwise on behalf of all individual employers signatory to this Agreement.

#### L. Contribution to G&M/LMCC Trust Fund

Effective July 1, 2004, each signatory employer shall contribute the sum of \$0.02 (two) cents per hour for each hour worked or paid for by each employee to the Pile Drivers' Geographic & Marketing/LMCC Fund which is established for the purpose of administering the G&M/LMCC. Each individual employer agrees to be bound by the agreement as it exists and as it may be amended from time to time pursuant to the actions and determinations of the G & M Committee.

#### M. Contribution to "Home" Trust Funds

Each Individual Employer when working outside the geographic jurisdiction of the Union, shall make appropriate contributions outlined herein, to the various Trust Funds identified in this Agreement. However, should Trust Funds in other geographic jurisdictions in which the Individual Employer is performing work covered by this Agreement require payment for employees into that locations respective Trust Funds, the Individual Employer shall not be required to make contributions into both jurisdictions Trust Funds.

### SECTION VIII GENERAL PROVISIONS

#### A. Holidays:

The following days shall be classified as holidays:

Saturdays, Sundays, New Year's, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, and Christmas Day. Holidays falling on Sunday shall be observed on the following Monday. Pay for work performed on the aforementioned days shall be at overtime rates.

DIVERS  
TRAVEL  
&  
SUBSISTENCE

Holidays found in the Pile Driver Master Labor Agreement shall be the recognized holidays for all employees performing work covered by this Agreement.

**B. Tools and Toolhouse:**

The Contractors herein agree to provide on every job where toolmen employees covered by this Agreement are employed, a tool house, equipped with adequate locking provisions and heating facilities for drying clothes. If an employee's working tools or gear are lost or destroyed by reason of the burning or sinking of Employer's floating equipment or tool house, or if the employee's equipment is burglarized while in the Employer's care as provided for in Paragraph B above, the Employer will replace all tools certified as lost up to a limit of \$400.00 per man (if management is provided an inventory of tools submitted to the Employer on a form provided by Employer at time of employment). Within seven days from the date of a properly supported claim for loss of tools as provided herein, the Individual Employer shall acknowledge liability therefore or reject the claim.

All employees covered by this Agreement engaged as toolmen shall enter upon their duties with sharp tools; and if such tools are dulled within working hours, the Contractor shall either provide for the sharpening of such tools or permit the owner to sharpen it or them within working hours.

**C. Working Rules:**

It is agreed that no working rule or practice of either Union or Employer will be claimed or asserted contrary to the terms and provisions of this Agreement.

**D. Safety:**

Pile driving foremen shall be in charge of crews at all times; his duties on hoisting equipment shall consist of supervision, signaling and direction of the operation. The foreman in charge of a crew shall be charged with the responsibility for the safety of the members of their crew and with compliance with recognized safety rules and practices. No foreman shall work more than one shift in any calendar day. It is